

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
ROME DIVISION**

IN RE:	)	Case No. 22-40562
	)	
Ordaliza Guzman,	)	Chapter 13
	)	
Debtor.	)	

**NOTICE OF FILING OF MODIFICATION OF CONFIRMED PLAN,  
DEADLINE FOR FILING WRITTEN OBJECTIONS AND  
HEARING DATE AND TIME IF OBJECTION IS TIMELY FILED**

**To: Creditors and Other Parties in Interest**

**PLEASE TAKE NOTICE** that Debtor has filed a proposed modification to the confirmed plan in this case, a copy of which modification you are receiving with this Notice or have recently received by mail. Pursuant to Rule 3015(g) of the Federal Rules of Bankruptcy Procedure, any creditor or other party in interest opposing this proposed modification must file that objection in writing with the Court on or before the following deadline.

**DEADLINE FOR FILING OBJECTION:** Twenty-four (24) days after the date on which this proposed Modification was filed. The proposed Modification was filed on **October 4, 2024**. If the twenty-fourth day after the date of filing falls on a weekend or holiday, the deadline is extended to the next business day.

**PLACE OF FILING:** Clerk, United States Bankruptcy Court  
Room 339  
600 East First Street  
Rome, Georgia 30161-3187

If you mail an objection to the Court for filing, you must mail it early enough so the Court will receive it on or before the deadline stated above.

You must also serve a copy on the undersigned at the address stated below and on the Debtor at: 1203 Foster St, Dalton, GA 30721.

**PLEASE TAKE FURTHER NOTICE** that if an objection to the proposed Modification is timely filed, the Court will hold a hearing on the Modification on **November 13, 2024 at 9:50 a.m. in Courtroom 342, U.S. Courthouse, 600 East First Street, Rome, GA. If no objection is timely filed, the Court may approve the proposed Modification without further notice or hearing.**

**Dated:** October 4, 2024

/s/ \_\_\_\_\_  
Dan Saeger, Attorney for Debtor  
Georgia Bar No. 680628  
SAEGER & ASSOCIATES, LLC  
706 S Thornton Ave. Ste. D  
Dalton, GA 30720  
(P) 706-529-5566  
dansaeger@gmail.com

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
ROME DIVISION**

IN RE:	)	Case No. 22-40562
	)	
Ordaliza Guzman,	)	Chapter 13
	)	
Debtor.	)	

**AMENDED CHAPTER 13 PLAN COVER SHEET**

1. Amended Section 8 to pay the claim of the Chapter 7 Trustee as an administrative expense.

This 4th day of October, 2024.

/s/ \_\_\_\_\_  
Dan Saeger  
SAEGER & ASSOCIATES, LLC  
706 S Thornton Ave. Ste. D  
Dalton, GA 30720  
(P) 706-529-5566  
dansaeger@gmail.com

Fill in this information to identify your case:

Debtor 1 Ordaliza Guzman  
 First Name Middle Name Last Name

Debtor 2 \_\_\_\_\_  
 (Spouse, if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the Northern District of Georgia

Case number 22-40562  
 (if known)

☐ Check if this is an amended plan, and list below the sections of the plan that have been changed. Amendments to sections not listed below will be ineffective even if set out later in this amended plan.

8.1, 9.1

## Chapter 13 Plan

**NOTE:** The United States Bankruptcy Court for the Northern District of Georgia adopted this form plan for use in Chapter 13 cases in the District pursuant to Federal Rule of Bankruptcy Procedure 3015.1. See Order Requiring Local Form for Chapter 13 Plans and Establishing Related Procedures, General Order No. 41-2020, available in the Clerk's Office and on the Bankruptcy Court's website, [ganb.uscourts.gov](http://ganb.uscourts.gov). As used in this plan, "Chapter 13 General Order" means General Order No. 41-2020 as it may from time to time be amended or superseded.

### Part 1: Notices

**To Debtor(s):** This form sets out options that may be appropriate in some cases, but the presence of an option on the form does not indicate that the option is appropriate in your circumstances. Plans that do not comply with the United States Bankruptcy Code, local rules and judicial rulings may not be confirmable.

*In the following notice to creditors, you must check each box that applies.*

**To Creditors:** Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated.

You should read this plan carefully and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

If you oppose the plan's treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation at least 7 days before the date set for the hearing on confirmation, unless the Bankruptcy Court orders otherwise. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed. See Bankruptcy Rule 3015.

To receive payments under this plan, you must have an allowed claim. If you file a proof of claim, your claim is deemed allowed unless a party in interest objects. See 11 U.S.C. § 502(a).

**The amounts listed for claims in this plan are estimates by the debtor(s). An allowed proof of claim will be controlling, unless the Bankruptcy Court orders otherwise.**

The following matters may be of particular importance. **Debtor(s) must check one box on each line to state whether or not the plan includes each of the following items. If an item is checked as "Not included," if both boxes are checked, or if no box is checked, the provision will be ineffective even if set out later in the plan, except 1.4.**

§ 1.1	A limit on the amount of a secured claim, that may result in a partial payment or no payment at all to the secured creditor, set out in § 3.2	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included
§ 1.2	Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in § 3.4	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included
§ 1.3	Nonstandard provisions, set out in Part 8	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included
§ 1.4	The plan provides for the payment of a domestic support obligation (as defined in 11 U.S.C. § 101(14A)), set out in § 4.4.	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included

Debtor Ordaliza GuzmanCase number 22-40562**Part 2: Plan Payments and Length of Plan; Disbursement of Funds by Trustee to Holders of Allowed Claims****§ 2.1 Regular Payments to the trustee; applicable commitment period.**

The applicable commitment period for the debtor(s) as set forth in 11 U.S.C. § 1325(b)(4) is:

Check one: ☒ 36 months ☐ 60 months

Debtor(s) will make regular payments ("Regular Payments") to the trustee as follows:

The debtor(s) will pay \$540.00 per month for the applicable commitment period. If the applicable commitment period is 36 months, additional Regular Payments will be made to the extent necessary to make the payments to creditors specified in this plan, not to exceed 60 months unless the Bankruptcy Court orders otherwise. If all allowed claims treated in § 5.1 of this plan are paid in full prior to the expiration of the applicable commitment period, no further Regular Payments will be made.

Check if applicable.

☐ The amount of the Regular Payment will change as follows (If this box is not checked, the rest of § 2.1 need not be completed or reproduced. Insert additional lines as needed for more changes.):

Beginning on (insert date):	The Regular Payment amount will change to (insert amount):	For the following reason (insert reason for change):
	<u>          </u> per <u>      </u> week	

**§ 2.2 Regular Payments; method of payment.**

Regular Payments to the trustee will be made from future income in the following manner:

Check all that apply.

☒ Debtor(s) will make payments pursuant to a payroll deduction order. If a deduction does not occur, the debtor(s) will pay to the trustee the amount that should have been deducted.

☐ Debtor(s) will make payments directly to the trustee.

☐ Other (specify method of payment): \_\_\_\_\_

**§ 2.3 Income tax refunds.**

Check one.

☒ Debtor(s) will retain any income tax refunds received during the pendency of the case.

☐ Debtor(s) will (1) supply the trustee with a copy of each federal income tax return filed during the pendency of the case within 30 days of filing the return and (2) turn over to the trustee, within 30 days of the receipt of any federal income tax refund during the applicable commitment period for tax years \_\_\_\_\_, the amount by which the total of all of the federal income tax refunds received for each year exceeds \$2,000 ("Tax Refunds"), unless the Bankruptcy Court orders otherwise. If debtor's spouse is not a debtor in this case, "tax refunds received" means those attributable to the debtor.

☐ Debtor(s) will treat tax refunds ("Tax Refunds") as follows: \_\_\_\_\_

**§ 2.4 Additional Payments.**

Check one.

☒ None. If "None" is checked, the rest of § 2.4 need not be completed or reproduced.

**§ 2.5 [Intentionally omitted.]****§ 2.6 Disbursement of funds by trustee to holders of allowed claims.**

The trustee shall disburse funds in accordance with General Order No. 41-2020. ([www.ganb.uscourts.gov/local-rules-and-orders](http://www.ganb.uscourts.gov/local-rules-and-orders))

Debtor Ordaliza GuzmanCase number 22-40562**Part 3: Treatment of Secured Claims****§ 3.1 Maintenance of payments and cure of default, if any.***Check one.*☐ **None.** If "None" is checked, the rest of § 3.1 need not be completed or reproduced.☒ Beginning with the first payment that is due after the date of the order for relief under Chapter 13, the debtor(s) will maintain the current contractual installment payments on the secured claims listed below, with any changes required by the applicable contract and noticed in conformity with any applicable rules. These payments will be disbursed directly by the debtor(s). Any existing arrearage on a listed claim will be paid in full through disbursements by the trustee, with interest, if any, at the rate stated below.

If relief from the automatic stay is ordered as to any item of collateral listed in this paragraph, then, unless the Bankruptcy Court orders otherwise, all payments under this paragraph as to that collateral will cease, and all secured claims based on that collateral will no longer be treated by the plan.

Name of creditor	Collateral	Estimated amount of arrearage (if any)	Interest rate on arrearage (if applicable)	Monthly plan payment on arrearage
New American Funding	1203 Foster Street, Dalton, GA 30721	\$436.28	5.5 %	\$20.00

**§ 3.2 Request for valuation of security and modification of certain undersecured claims.**☒ **None.** If "None" is checked, the rest of § 3.2 need not be completed or reproduced.**§ 3.3 Secured claims to be paid in full.***Check one.*☒ **None.** If "None" is checked, the rest of § 3.3 need not be completed or reproduced.**§ 3.4 Lien avoidance.***Check one.*☒ **None.** If "None" is checked, the rest of § 3.4 need not be completed or reproduced.**§ 3.5 Surrender of collateral.***Check one.*☒ **None.** If "None" is checked, the rest of § 3.5 need not be completed or reproduced.**§ 3.6 Other Allowed Secured Claims.**

A proof of claim that is filed and allowed as a secured claim, but is not treated as a secured claim in this plan, shall be paid with interest at the rate of 5.5 %. Payments will commence as set forth in § 2.6. Notwithstanding the foregoing, the debtor(s), and any other party in interest, may: object to allowance of the claim; request that the Bankruptcy Court determine the value of the secured claim if modification of the claim is permissible and if 11 U.S.C. § 506 is applicable; or request that the Bankruptcy Court avoid the creditor's lien pursuant to 11 U.S.C. § 522(f), if applicable.

If the Bankruptcy Court determines the value of the secured claim, the portion of any allowed claim that exceeds the amount of the secured claim will be treated as an unsecured claim under Part 5 of this plan.

The holder of the claim will retain the lien on the property interest of the debtor(s) or the estate(s) until the earlier of:

(a) payment of the underlying debt determined under nonbankruptcy law, or

(b) payment of the amount of the secured claim, with interest at the rate set forth above, and discharge of the underlying debt under 11 U.S.C. § 1328, at which time the lien will terminate and be released by the creditor.

Debtor Ordaliza GuzmanCase number 22-40562**Part 4: Treatment of Fees and Priority Claims****§ 4.1 General.**

Trustee's fees and all allowed priority claims will be paid in full without postpetition interest. An allowed priority claim will be paid in full regardless of whether it is listed in § 4.4.

**§ 4.2 Trustee's fees.**

Trustee's fees are governed by statute and may change during the course of the case.

**§ 4.3 Attorney's fees.**

(a) The unpaid fees, expenses, and costs owed to the attorney for the debtor(s) in connection with legal representation in this case are \$ 2,490.00. The allowance and payment of the fees, including the award of additional fees, expenses and costs of the attorney for the debtor(s) are governed by General Order 42-2020 ("Chapter 13 Attorney's Fees Order"), as it may be amended.

(b) Upon confirmation of the plan, the unpaid amount shall be allowed as an administrative expense under 11 U.S.C. § 503(b) to the extent set forth in the Chapter 13 Attorney's Fees Order.

(c) From the first disbursement after confirmation, the attorney will receive payment under the Chapter 13 Attorney's Fees Order up to the allowed amount set forth in § 4.3(a).

(d) The unpaid balance and any additional amounts allowed under § 4.3(c) will be payable (1) at \$ 100.00 per month from Regular Payments and (2) from Tax Refunds or Additional Payments, as set forth in the Chapter 13 Attorney's Fees Order until all allowed amounts are paid in full.

(e) If the case is converted to Chapter 7 before confirmation of the plan, the debtor(s) direct(s) the trustee to pay to the attorney for the debtor(s) the amount of \$ 2,490.00, not to exceed the maximum amount that the Chapter 13 Attorney's Fees Order permits. If the attorney for the debtor(s) has complied with the applicable provisions of the Chapter 13 Attorney's Fees Order, the trustee will deliver, from the funds available, the stated amount or the maximum amount to the attorney, whichever is less.

(f) If the case is dismissed before confirmation of the plan, fees, expenses, and costs of the attorney for the debtor(s) in the amount of \$ 2,490.00, not to exceed the maximum amount that the Chapter 13 Attorney's Fees Order permits, will be allowed to the extent set forth in the Chapter 13 Attorney's Fees Order. The attorney may file an application for fees, expenses, and costs in excess of the maximum amount within 14 days from entry of the order of dismissal. If the attorney for the debtor(s) has complied with the applicable provisions of the Chapter 13 Attorney's Fees Order, the trustee will deliver, from the funds available, the allowed amount to the attorney.

(g) If the case is converted to Chapter 7 after confirmation of the plan, the debtor(s) direct(s) the trustee to deliver to the attorney for the debtor(s), from the funds available, any allowed fees, expenses, and costs that are unpaid.

(h) If the case is dismissed after confirmation of the plan, the trustee will pay to the attorney for the debtor(s), from the funds available, any allowed fees, expenses, and costs that are unpaid.

**§ 4.4 Priority claims other than attorney's fees.**

☒ **None.** If "None" is checked, the rest of § 4.4 need not be completed or reproduced.

☐ The debtor(s) has/have domestic support obligations as set forth below. The debtor(s) is/are required to pay all postpetition domestic support obligations directly to the holder of the claim.

+	Name and address of creditor:	Name and address of child support enforcement agency entitled to § 1302(d)(1) notice	Estimated amount of claim	Monthly plan payment
-				

☒ The debtor(s) has/have priority claims other than attorney's fees and domestic support obligations as set forth below:

+	Name and address of creditor:	Estimated amount of claim
-		

Debtor Ordaliza GuzmanCase number 22-40562**Part 5: Treatment of Nonpriority Unsecured Claims****§ 5.1 Nonpriority unsecured claims not separately classified.**

Allowed nonpriority unsecured claims that are not separately classified will be paid, pro rata, as set forth in § 2.6. Holders of these claims will receive:

Check one.

- ☐ A pro rata portion of the funds remaining after disbursements have been made to all other creditors provided for in this plan.
- ☐ A pro rata portion of the larger of (1) the sum of \$\_\_\_\_\_ and (2) the funds remaining after disbursements have been made to all other creditors provided for in this plan.
- ☐ The larger of (1) \_\_\_\_\_% of the allowed amount of the claim and (2) a pro rata portion of the funds remaining after disbursements have been made to all other creditors provided for in this plan.
- ☒ 100% of the total amount of these claims.

Unless the plan provides to pay 100% of these claims, the actual amount that a holder receives will depend on (1) the amount of claims filed and allowed and (2) the amounts necessary to pay secured claims under Part 3 and trustee's fees, costs, and expenses of the attorney for the debtor(s), and other priority claims under Part 4.

**§ 5.2 Maintenance of payments and cure of any default on nonpriority unsecured claims.**

Check one.

- ☒ **None.** If "None" is checked, the rest of § 5.2 need not be completed or reproduced.

**§ 5.3 Other separately classified nonpriority unsecured claims.**

Check one.

- ☐ **None.** If "None" is checked, the rest of § 5.3 need not be completed or reproduced.
- ☒ The nonpriority unsecured allowed claims listed below are separately classified. Each claim will receive pro rata payments as set forth in § 2.6. The unpaid balance will be paid in full, including interest at the rate stated below, if applicable.

+	Name of creditor	Basis for separate classification	Estimated amount of claim	Interest rate (if applicable)
-	Tracey Montz, Chapter 7 Trustee, 2146 Roswell Rd. Suite 108-#406 Marietta, GA 30062	Administrative Fees	\$2,409.72	%

**Part 6: Executory Contracts and Unexpired Leases****§ 6.1 The executory contracts and unexpired leases listed below are assumed and will be treated as specified. All other executory contracts and unexpired leases are rejected.**

Check one.

- ☒ **None.** If "None" is checked, the rest of § 6.1 need not be completed or reproduced.

**Part 7: Vesting of Property of the Estate****§ 7.1 Unless the Bankruptcy Court orders otherwise, property of the estate shall not vest in the debtor(s) on confirmation but will vest in the debtor(s) only upon: (1) discharge of the debtor(s); (2) dismissal of the case; or (3) closing of the case without a discharge upon the completion of payments by the debtor(s).****Part 8: Nonstandard Plan Provisions****§ 8.1 Check "None" or list Nonstandard Plan Provisions.**

- ☐ **None.** If "None" is checked, the rest of Part 8 need not be completed or reproduced.

*Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in this N.D. Ga. Chapter 13 Plan Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.*

**The following plan provisions will be effective only if there is a check in the box "Included" in § 1.3. (Insert additional lines if needed.)**

The claim of the Chapter 7 Trustee shall be funded as an administrative claim.



Debtor Ordaliza Guzman

Case number 22-40562

**Part 9: Signatures**

**§ 9.1 Signatures of Debtor(s) and Attorney for Debtor(s).**

*The debtor(s) must sign the initial plan and, if not represented by an attorney, any modification of the plan, below. The attorney for the debtor(s), if any, must sign below.*

✕ Ordaliza Guzman  
Signature of debtor 1 executed on 10/4/2024  
MM / DD / YYYY

1203 Foster St Dalton, GA 30721-3919  
Address City, State, ZIP code

✕ Dan Saeger  
Signature of attorney for debtor(s)

Saeger and Associates LLC  
Firm

✕ \_\_\_\_\_  
Signature of debtor 2 executed on \_\_\_\_\_  
MM / DD / YYYY

\_\_\_\_\_  
Address City, State, ZIP code

Date: 10/4/2024  
MM / DD / YYYY

706 S Thornton Ave Ste D, Dalton, GA 30720  
Address City, State, ZIP code

**By filing this document, the debtor(s), if not represented by an attorney, or the attorney for debtor(s) also certify(ies) that the wording and order of the provisions in this Chapter 13 Plan are identical to those contained in the Local Form for Chapter 13 Plans that the Bankruptcy Court for the Northern District of Georgia has prescribed, other than any nonstandard provisions included in Part 8.**

### CERTIFICATE OF SERVICE

I certify that true and correct copies of Debtor's **Post-Confirmation Amendment to the Chapter 13 Plan and Notice of Filing of Modification of Confirmed Plan, Deadline for Filing Written Objections and Hearing Date and Time if Objection is Timely Filed** have been served upon the following by placing same in an envelope with adequate First Class postage affixed and depositing same in the United States Mail addressed for delivery to:

All parties and creditors on the attached matrix.

This 4th day of October, 2024.

/s/ \_\_\_\_\_  
Dan Saeger  
Attorney for Debtor  
Georgia Bar No. 680628

SAEGER & ASSOCIATES, LLC  
706 S Thornton Ave. Ste. D  
Dalton, GA 30720  
(P) 706-529-5566  
dansaege@gmail.com

Label Matrix for local noticing  
113E-4  
Case 22-40562-pwb  
Northern District of Georgia  
Rome  
Fri Aug 9 15:02:33 EDT 2024

BB&T  
200 W 2nd St  
Winston Salem, NC 27101-4049

(p)NEW AMERICAN FUNDING  
ATTN BANKRUPTCY DEPARTMENT  
P O BOX 170581  
AUSTIN TX 78717-0031

Julian T. Cotton  
Padgett Law Group  
Ste 1060  
3490 Piedmont Road NE  
Atlanta, GA 30305-4813

Janica Drayton  
Padgett Law Group  
Suite 1475  
3490 Piedmont Road  
Atlanta, GA 30305-1743

Christopher Giacinto  
Padgett Law Group  
Suite 203  
6267 Old Water Oak Road  
Tallahassee, FL 32312-3858

Ordaliza Guzman  
1203 Foster St  
Dalton, GA 30721-3919

Alan Hinderleider  
Office of the United States Trustee  
362 Richard B Russell Federal Building  
75 Ted Turner Drive, S.W.  
Atlanta, GA 30303-3315

Brandi L. Kirkland  
K. Edward Safir, Chapter 13 Trustee  
285 Peachtree Center Ave., Ste. 1600  
Atlanta, GA 30303-1229

LVNV Funding LLC  
PO Box 10587  
Greenville, SC 29603-0587

Midland Credit Management  
2365 Northside Dr Ste 300  
San Diego, CA 92108-2710

Midland Credit Management, Inc.  
PO Box 2037  
Warren, MI 48090-2037

Tracey L. Montz  
Suite 108-#406  
2146 Roswell Road  
Marietta, GA 30062-3815

PRA Receivables Management, LLC  
PO Box 41021  
Norfolk, VA 23541-1021

(p)PADGETT LAW GROUP  
6267 OLD WATER OAK RD  
SUITE 203  
TALLAHASSEE FL 32312-3858

Dan Saeger  
Saeger & Associates, LLC  
Suite D  
706 S Thornton Ave  
Dalton, GA 30720-8212

K. Edward Safir  
Standing Chapter 13 Trustee  
Suite 1600  
285 Peachtree Center Ave. NE  
Atlanta, GA 30303-1229

(p)SCENIC COMMUNITY CREDIT UNION  
PO BOX 1058  
HIXSON TN 37343-1058

Synch/Lowes  
PO Box 956005  
Orlando, FL 32801

Synch/TJX  
PO Box 965015  
Orlando, FL 32896-5015

Synchrony Bank  
by AIS InfoSource LP as agent  
4515 N Santa Fe Ave  
Oklahoma City, OK 73118-7901

Synchrony Bank  
c/o PRA Receivables Management, LLC  
PO Box 41021  
Norfolk VA 23541-1021

Truist Bank  
Support Services  
306-40-06-10  
PO Box 85092  
Richmond, VA 23285-5092

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified  
by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Broker Solutions Inc. dba New American Fundi  
11001 Lakeline Blvd. No. 325  
Austin, TX 78717

(d)New American Funding  
11001 Lakeline Blvd Bldg 1  
Austin, TX 78717-5997

Padgett Law Group  
6267 Old Water Oak Road  
Suite 203  
Tallahassee, FL 32312

Scenic Community Credit Union

c/o Kendall G. Foster, CEO

PO Box 1058

Hixson, TN 37343

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)Broker Solutions, Inc. D/B/A New American

(d)LVNV Funding LLC

(u)New American Funding, LLC

PO Box 10587

Greenville, SC 29603-0587

(d)K. Edward Safir

End of Label Matrix

Standing Chapter 13 Trustee

Mailable recipients 22

Suite 1600

Bypassed recipients 4

285 Peachtree Center Ave. NE

Total 26

Atlanta, GA 30303-1229